Supreme Court, U.S.
FILED
APR 27 2010
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VED

No. 09-975

IN THE SUPREME COURT OF THE UNITED STATES

Maria L. Peterson ----- *Petitioner*

VS.

PDQ Food Stores Inc. &
Lakeview Investments LLC. *Respondents*

ON PETTTION FOR REHEARING

FOR WRIT OF CERTIORARI FROM THE

U. S. COURT OF APPEALS FOR THE

SEVENTH CIRCUIT , CHICAGO ILL.

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ATTORNEY'S FOR *RESPONDENT*
THOMAS P. AIELLO
NICHOLAS J. INFUSINO
MICHAEL DUBIS

This petitioner has always been a great believer in government and the laws. I believe in justice for all. In the past thirteen years my faith has wavered.

This petitioner has now seen that the only justice is that which you take for yourself. No one is obeying the laws , least of all Attorneys. They make a living by fooling the public, and charging outrageous prices, when the going gets tough. *So that the Client will go away* Justice is received only by those who can afford it.

In this case this petitioner has hired twenty four Attorneys at the price of in excess of $100,000.00 and they have all run away when they saw the mess. A few words of advice, was the best I was able to get from them. This Petitioner has done ninety percent of the research and the one hundred per-cent of the typing. I have filed all the forms, paid all the fees, and shown up at all court dates , representing my self.

Only one Attorney was willing to stick his neck out, he filed an Amicus Curiae. Upon reviewing the record for Kenosha County Branch 5 , I find that the Amicus Curiae is not in the file. You may add that to the list of papers which are now missing from the Court Record. Attorney Thomas Frenn testified on day two of the Trial as an expert witness on November 21, 2006 Case No: 04-CV-0347 pages 56 to page 125. Attorney Frenn is continually telling the Court that Petitioner is the owner of Record and have the only valid Deed. Attorney Aiello for the PDQ asked that his testimony be deleted from the record.

Attorney Thomas Frenn has been practicing law since 1976 . His area of expertise is small business law which includes real estate law. He was on the Real Estate Contractual Forms Advisory Council for the Department of Regulation and Licensing for almost 20 years. He has lectured on real estate, he has served on the Board of Appeals , and has argued to the appellate courts on real

estate issues and has helped draft briefs on that. He has also served as chairman of the business law section, worked on a series of books called the Business Advisor which includes real estate topics. And was chairman of the editorial board of that series of books and second author on two chapters. He has done numerous hours of continuing education on numerous real estate topics.

On July 6, 2007 this Petitioner filed with the Wisconsin Court of Appeals of Madison Wisconsin , Case number 2007AP348 and on August 2, 2007 Attorney Thomas Frenn submitted on behalf of the plaintiff-appellant his affidavit in support of our motion to supplement the record, listing the things he had seen in the file at Court. (I have the letter if you would like to see it. Unfortunately I do not have a copy of the Amicus Curiae) On August 7, 2007 we received notification that our Brief was unacceptable Petitioner must comply with the rules by September 11, 2007. One paragraph regarding Attorney Frenn "We take no action on this

affidavit. Attorney Frenn is not a party, and he is not counsel for the Petersons in this appeal . No action is taken on the affidavit of Attorney Frenn". The Court was under the impression that Attorney Frenn was filing new papers, the Madison Court never saw the Amicus Curiae because it was not in the list of Court Records. Plaintiff – Appellant's brief was accepted on September 13, 2007.

Rule 11 CERTIORARI TO A UNITED STATES COURT OF APPEALS BEFORE JUDGMENT

A petition for a writ of certiorari to review a case pending in a United States court of appeals, before judgment is entered in that court, will be granted only upon a showing that the case is of such imperative public importance as to justify deviation from normal appellate practice and to require immediate determination in this Court. See 28 U.S.C. §2101 (c)

This Petitioner began to file Writ of Certiorari with the Supreme Court of the United States, Washington D.C. on June 1, 2009. Final order of the United States

Court of Appeals of Chicago, Illinois was dismissed for lack of jurisdiction on December 8, 2009.

MERITS

A judgment based on the significant issues "on the Merits" is a decision based upon all the evidence in the case. In law, the right or wrong of a situation as distinguished from technicalities of form or procedure; as, to judge a case on its own merits. Syn.– goodness, worth, worthiness, desert, excellence.

To earn, To deserve, the sum total of ones labor to gain through hard work and the accumulation of experience . To acquire and deserve as a result of one's efforts and actions.

CONSTITUTION

Article V. Right to life liberty and property, not to be taken without due process of law.

Article VI. Speedy Trial

Article VII. Right to Trial by Jury. In suits at common law where the value in controversy is more than $20.00 the right to a Trial by jury shall be preserved.

Article XIV. All persons born in the United States - No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, nor deprive persons of equal protection of the laws.

SUBJECT -- SUPREME COURT RULES

In Book 1 pages i and ii this Petitioner has attempted to explain to the Supreme Court of the land that this is an extraordinary case. The Respondent and it's Attorney's have broken all the laws and walked all over the constitution in the name of Greed. This is an action to evict PDQ Food Stores and Lakeview Investments LLC. from the premises because they have never fully paid the compensation from the original closing as well as the fact that the records, title and Register of Deeds Office

lists the property still in the names of Maris L. and Dennis L. Peterson.

The Tax Record in the Village of Pleasant Prairie show " This deed is in Error ". The other deed that supposedly transferred the property to PDQ was illegally altered after its execution and the notary on the deed has testified she did not notarize it on the date claimed. Petitioners were in Court for Declaration of Interest, the only answer is for PDQ Food Stores to produce a Deed. PDQ failed to do so.

In hindsight this Petitioner should have filed a Writ of Coram Nobis to set aside a verdict because of errors of fact that took place during the trial.

In Petitioners Statement of Facts to the Circuit Court I emphasized the fact that we never received the original compensation, and never received copies of the documents and conflicting papers until one year later, after I filed my original complaint to the Board of Responsibilities. The Trial Court refused to listen to any

testimony about anything leading up to the validity of the Deeds and then freely spoke of the fact that Petitioners had the only viable Deed. The Trial Court refused to listen to any evidence leading up to the existence of the illegal contracts, and PDQ Attorney's and associates leaned heavily upon them as their proof.

MERITS

These Petitioners have worked hard all our lives in hopes that some day we and our children would have a good life. We married young I was 18 and we started our family early. Dennis worked ten hour days , seven days a week in the car factory for twenty years , in hopes of a nice pension. American Motors is now a company in Germany and does not honor the pension. Petitioners purchased rental houses to supplement our growing family. I cleaned and painted the vacant apartments and Dennis took care of repairs when necessary. In 1986 Petitioners sold all our property to purchase the 8800 75th Street Mill , Restaurant and Bar, along with

four acres and the small house next door. Parcel A became available and we purchased it. In 1995 it became evident that the farm area was quickly becoming city. So we decided to change with the times. With the help of our Attorney John Maan De Kok (now deceased) we submitted plans with the Village of Pleasant Prairie for a Gas Station on the corner, a veterinary clinic 500 feet on the other end of our seven acres (Parcel A) and a 66 ft. wide blacktop roadway down the middle of the property. On the day our approval from the Village came in, the PDQ showed up with an offer. We viewed this as a God sent. Our son all had health problems. We saw this as a way to get out from under and move to Florida which would not have happened for another five to six years. Upon closing the business, in August of 1997 we placed an offer on a 27 unit apartment building , in anticipation of receiving our $230,000.00 for the purchase. This was to be the sum total of our forty years of marriage and hard work.

Finally our retirement, nothing fancy, just comfortable. I have no idea what gave the PDQ Food Stores the idea that we were so desperate that we would be willing to pay them to take the property off our hands. In the end Petitioners walked away with only $60,000.00 on a property valued at $1,000,000.00 That was all we received to show for all our labors.

CONSTITUTION

ARTICLE V. Petitioners believed it was the duty of the courts to protect and defend us from slight of hand practices and out-right theft from Attorneys like those of the PDQ and its Attorney's and associates. Petitioners proved all contracts were illegal, we proved there was Fraud , we proved the Original Offer to Purchase was Ambiguous in more than one way. And still the Trial Court ignored every law and all the evidence , as well as the testimony of Attorney Frenn, and ruled in favor of PDQ by reason of INTENT, despite our objections that "intent must be mutual".

Intent indicates that all are in accord and of the same mind from day one.

ARTICLE VI. Speedy Trial - This Petitioner paid for a trial which is guaranteed by the constitution. After three years of arguing the Laws, Facts, Merits, Equity the Court Settled on Declaration of Interest and then tried to change it to quiet title. PDQ tried to change shoes in the middle of the race. After two years in Court, the Court decided to refund our money for Trial by Jury. Four years in Circuit Court is not a speedy trial. Petitioners were in Court from 2003 until 2007 this is 2010 we are still in Court.

Article XIV. Petitioners have been deprived of thirteen years of happy life , liberty has been replaced by a computer and time limits for filing. Our property was taken without due process of law. This is a distorted nightmare. This is <u>not</u> what I consider equal protection under the laws of our Country. Ruling: CA 9,341 F.3d 1082 In Ring V. Arizona 536 U.S. 584,589 (2002) This

Court held that the Sixth Amendment jury trial guarantee extends to the determination of any fact, other than prior convictions,

The entire reason for this mess was that the PDQ Food Stores and their Attorney and Associates were trying to defraud the Village of Pleasant Prairie of their security for the 74th Street roadway. This roadway 66ft. wide 356 ft length , became a two lane street when PDQ requested water for their Car Wash . Blacktop , curbs , gutters, fire hydrants, street signs , lighting, trees, landscaping, water and sewer.

All paid for with what was supposed to be PDQ purchase money which was to be paid to these petitioners for the property.

PDQ transferred their responsibilities as the Developer to a second party (this Petitioner) without our knowledge or consent, or monetary compensation for the service. Causing the Village of Pleasant Prairie to

threaten these Petitioners with Breach of Contract amounting to more money that we had received.

Book 1 page 92 Bill 326-A is the only case on the books which applies to this case. In this case there was a dispute as to the placement of a crocked property line. It is also a case of property rights and referrers so 841.01 Declaration of interest. The only answer was for PDQ to produce a viable Deed. PDQ was never able to do so.

Book 1 Page App. 113 The only other I have found is a case decided on June 7, 2007 by the Wisconsin Court of Appeals bearing the name of David R. Shanker, clerk of the Court of Appeals, the same man who rejected us. This case concerns a dispute over the effect of a recorded affidavit of the seller's broker that averred the sellers had intended to convey an easement not reflected in the recorded deed. App. Page 128

> " We conclude that there was and is no statutory authority for accomplishing a correction of the description of a property conveyed by the deed

by simply recording the broker's affidavit and that WIS. STAT. § 847.07 and its predecessor establish the proper procedure for seeking such a correction. ***We also conclude that WIS. STAT. § 706.09 (1) does not make the affidavit a valid means of conveyance of the easement or of correction of the deed."***

The only proper way to correct a standing, properly filed Deed is with a sale for valuable consideration. Which must be accompanied with a current Certified Survey Map.

All the illegal contracts which PDQ is relying on so heavily were produced as needed (Attorney Glesner testimony) to be legal they should have been signed and filed on August 20, 1996 with the accepted offer to purchase.

PDQ and its Attorney and associates did what Smiljanic did in this case. PDQ took an old Deed and placed corrective writings on the page giving themselves

additional rights and privileges, *twice* . At no time did the PDQ ever order a new Certified Survey Map nor did they ever record one in their name, because PDQ *could not* they needed a new Certified Survey Map with pictures of their buildings, a full legal description and a Viable Deed. That would require PDQ Food Stores to complete the Purchase, give the $230,000.00 to these Petitioners and receive a Viable Deed. Nor did the PDQ ever to this day ask for the final Plat Approval from the Village of Pleasant Prairie.

In truth the Civil Trial Court had no jurisdiction on this subject. The Trial Court had jurisdiction on the Breach of Contract, the ambiguous paragraph ,Fraud , illegal documents, theft, the fact that this petitioner was left insolvent, misrepresentation, tampering with the evidence, and a few others. Property rights are Constitutional. The Court was supposed to enforce my Title Rights. The Courts decision on INTENT is not enforceable, it leaves a paper trail that will never be

corrected. It also leaves Lakeview Investments with no chain of title from which to draw one.

No new Deed was ever filed, only copies of the Court Transcript , where the Court "stated this is my final ruling on the matter". Day One PDQ Food Stores did not enter in Good Faith. Please take notice PDQ Attorney's have filed a Waiver.

What has happened here is not Justice, this is not the Justice is studied in High School. This is not the Justice my Sons were promised when they went into the Armed Services. Petitioners right to a Trial by Jury was denied because the Court felt it was not necessary, the Court felt this petitioner could not handle it.

Maybe I could not handle it but I gave it my best shot. God Bless the Justice system of America. Lets's keep it.

Drafted by :

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CERTIFICATE IN GOOD FAITH

IN THE UNITED STATES SUPREME COURT

CASE NO. 09-975

Maria L. Peterson - - - - PETITIONER

VS.

PDQ Food Stores Inc. &

Lakeview Investments LLC. Respondents

On Petition for Rehearing for Wit of Certiorari, do swear that this request is not in any way, for the purpose of delay. This Petition for Rehearing is presented in Good Faith. This Petitioner has filed all required Briefs as early as possible, in an effort to progress to each level in the least amount of time possible.

Please note the Respondents have signed a Waiver.

The names and addresses of those served are as follows:

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Waterford, WI. 53185

PDQ Food Stores Inc.
C/O Attorney Thomas P. Aiello
Attorney Nicholas J. Infusino
1108 56th Street
Kenosha, WI. 53140

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 27, 2010

Maria L. Peterson
Maria L. Peterson

Victoria L Major
Notary

April 27, 2010
Date